Use Agreement No.
U.S. Department of Energy
Interagency Agreement
OU 3 Offsite Program

USE AGREEMENT

This USE AGREEMENT is entered into between the UNITED STATES OF AMERICA (hereinafter referred to as the "Government"), acting through the DEPARTMENT OF ENERGY (hereinafter referred to as " DOE"), and the Jefferson County (hereinafter referred to as the "Grantor"),

WITNESSETH THAT:

WHEREAS, DOE, through its authorized representatives, agents, contractors, and subcontractors desires to perform, pursuant to Public Laws 95-91, Department of Energy Organization Act, and 96-463, Comprehensive Environmental Response, Compensation and Liability Act of 1980 as amended by 99-499, Superfund Amendments and Reauthorization Act of 1986, certain data-gathering, testing, exploration, and other work on the Grantor's portion of property as shown within Parcel "A" on the map attached hereto as Exhibit A in connection with DOE's Interagency Agreement dated January 22, 1991: and

WHEREAS, the Grantor owns and controls the property designated in Exhibit A;

NOW THEREFORE, it is agreed that:

1. The Grantor owns and controls certain real property (hereinafter referred to as the "Property"), designated in Exhibit A, and hereby grants to DOE, its authorized representatives, agents, contractors, and subcontractors without payment of any land use charge, right of entry in, across, and over the Property to carry out the environmental monitoring activities as described in Exhibit B; PROVIDED, that such right of entry is subject to existing easements for public roads and highways, public utilities, railroads and pipelines; PROVIDED FURTHER, that such grant of right of entry reserves to the Grantor, his heirs, executors, administrators, successors and assigns, all right, title, interest and privilege as may be used and enjoyed without interfering with or

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abridging the rights hereby granted to DOE, its authorized representatives, agents, contractors, and subcontractors.

2. The Government shall be responsible for any loss or destruction of, or damage to, the Grantor's real and personal property caused by the activities of DOE in exercising any of the rights hereby granted in this Use Agreement: PROVIDED, that such responsibility shall be limited to restoration of such real and personal property to a condition comparable to its condition on the effective date of the Use Agreement by techniques of back-filing, seeding, sodding, landscaping, repair or replacement, and such other methods as may be agreed to between the parties, subject to the availability of appropriated funds.

3. The provisions of this Use Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, personal representatives, successors, and assigns of the Grantor. The Grantor shall notify the Realty Officer if the Property is, or at any time during the term of the Agreement should become leased, sold, or otherwise transferred to another party. The "Realty Officer" means the person executing this Use Agreement on behalf of the Government, and any other officer or civilian employee who is properly designated Realty Officer; and the term includes, except as otherwise provided in this Use Agreement, the authorized representative of a Realty Officer acting within the limits of his authority. The Grantor shall also give written notice to any purchaser, lessee, or transferee of the applicability of the rights of the Government contained in this Use Agreement when such purchase, lease, or transfer takes place during the term of this Use Agreement.

4. The effective date of this Use Agreement shall be the date of execution by the Government. The term of this Use Agreement shall commence on the effective date hereof and shall continue for three years unless sooner terminated by the Government or Grantor by sixty-day prior written notice to the other.

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5. Title to all personal property brought to the Property by DOE during the term of this Use Agreement shall remain in the Government, and such title shall not be effected by incorporation or attachment thereof to any property not owned by the Government, nor shall such personal property, or any part thereof, become a fixture or lose its identity as personal by reason of affixation to any realty. DOE shall remove all such personal property no later than 90 days after the expiration or termination of the Use Agreement.

   The Grantor shall not be liable for any loss of or damage to Government-owned or Government-Furnished property, or for expenses incidental to such loss or damage, except that the Grantor shall be responsible for any such loss or damage (including expenses incidental thereto) which results from the willful misconduct, gross negligence, or lack of good faith of the Grantor.

6. The Government shall have unlimited rights in all technical data first produced or specifically used in the performance of the work and experiments in connection with this Use Agreement. Further, technical reports from DOE contractors or subcontractors shall be required for delivery to the Government and shall be made available to the public without restriction. For the purposes of this Use Agreement, the terms "technical data" and "unlimited rights" shall have the same meaning as provided in 927.401/Department of Energy Acquisition Regulation (DEAR).

7. DOE shall obtain all necessary permits or licenses and abide by all applicable Government, state, and local laws, regulations, and ordinances.

8. If the Property is subject to any leases, subleases, or assignments of rights, the Grantor shall obtain the consent of the lessors, lessees, sublessees, and assignees as appropriate, to enter into this Use Agreement. Such consent shall be evidenced by their signatures in the space provided on the signature page.

9. Restoration described in paragraph 2 of this Use Agreement shall commence within 60 days, or a mutually agreed time period, of sampling, construction or DOE property removal which caused such loss, destruction or damage and shall be completed in a timely manner.

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In WITNESS WHEREOF, the parties hereto have executed this Use Agreement in several counterparts.

GRANTOR:

By: Marjorie C. Rimmert

UNITED STATES OF AMERICA
DEPARTMENT OF ENERGY

By: Steven R. Schiesswohl

Steven R. Schiesswohl
RFO Realty Officer
Property & Information
Management Branch

Rocky Flats Office
P.O. Box 928
Golden, Colorado
80402-0928

Date: _____

Date: _____

Concurred by EG&G Rocky Flats, Inc.
DOE Contractor, contract number
DE-AC04- 90DP62349

By: _____

Title: _____

Date: 5/20/92

APPROVED AS TO FORM:

Thyria K. Wilson

Thyria K. Wilson
Assistant County Attorney

Consented to:

Names	Interest	Signature

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STAFF APPROVAL PAGE FOR USE AGREEMENT DATED THE_____DAY OF_____, 1992, BETWEEN JEFFERSON COUNTY AND THE UNITED STATES OF AMERICA ACTING THROUGH THE DEPARTMENT OF ENERGY.

Bud Smead
Director, Public Works

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EXHIBIT A

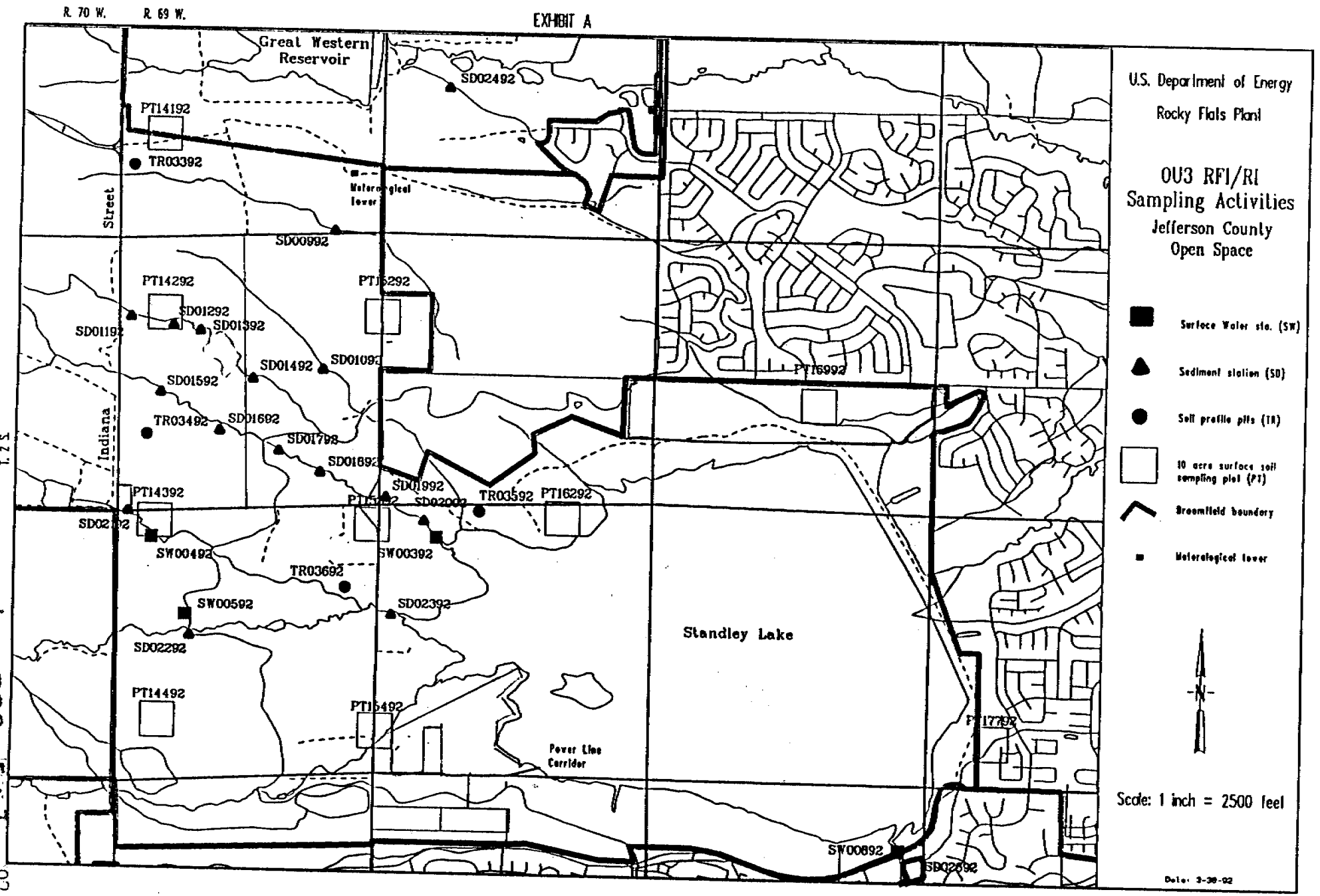

EXHIBIT "A"

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EXHIBIT B

OU 3 RFI/RI SAMPLING ACTIVITY DESCRIPTIONS - JEFFERSON COUNTY OPEN SPACE

The planned OU 3 sampling activities are detailed in the RFI/RI Work Plan. The Work Plan outlines the purpose, objectives, rationale and methods used to evaluate the presence or absence of contamination within OU 3. The Work Plan is based on the requirements of the Interagency Agreement (IAG) between the Department of Energy (DOE), the Environmental Protection Agency (EPA) and the State of Colorado Department of Health(CDH).

OU 3 sampling activities will begin during April, 1992 and are scheduled for completion by spring of 1993. A Final RFI/RI Report which details the results and conclusions from this study is scheduled for completion in January, 1994. The Access Agreement period is extended for three years to cover any follow up activities that may be required during development of the Final RFI/RI Report.

The map, attached to this correspondence, shows locations of most sampling activities. Specific locations of some sampling activities are not shown on the map. Some locations will not be defined until an initial site characterization is performed. All sample locations will be surveyed and marked with a metal survey pin, prior to, or during the sampling event. Field adjustments could be made at the time of sampling to adjust specific sampling locations. Sampling locations immediately adjacent to or contained within Jefferson County Open Space property are also shown on the map. These sampling locations could overlap with Jefferson County Open Space property. The attached Table 1 lists the sample type, sample number and approximate true state planer coordinates for known sample locations. Access across Open Space will also be needed to sample Church Ditch, Standley and Mower Reservoir's.

Sampling activities will not adversely effect environmental resources. OU 3 sampling activities on Jefferson County Open Space property involve collection of soil, sediment, surface water, environmental and air data. The following paragraphs provide a general description of the sampling activities.

SOIL SAMPLING

A surface soil sample involves removing one quarter inch of surface soil from a 3 X 3 inch square in 25 locations within ten acres. The map sample number designation is PT.

A soil pit is an intrusive soil sampling activity that will require restoration upon completion. A backhoe is used to dig a four foot deep pit. Soil samples are then taken at selected intervals from the exposed face of soil. After sampling, the pit will be backfilled, seeded with native plant species and mulched to protect the surface soil during vegetation reestablishment. Soil pits can be sampled within one day, but if a pit is left unattended for any length of time the location will be clearly marked to avoid accidents. The map sample number designation is TR.

SEDIMENT SAMPLING

Sediment sampling involves removing a cross section of sediment with a hand scoop across a drainage or near-shore sediment location. The depth of the sample is approximately five inches. The map sample number designation is SD.

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SURFACE WATER

Surface water sampling involves removing approximately two liters of water from a sample location. The map sample number designation is SW.

ENVIRONMENTAL SAMPLING

Environmental sampling can be broken into two types; terrestrial and aquatic. Terrestrial sampling involves collection of soil, vegetation and animal parameters. Aquatic sampling involves collection of plant and animal species information wherever water exists long enough to develop an aquatic community. The range of environmental sampling is quite diverse. Environmental sampling can range from plant species identification and small mammal trapping to aquatic biota collection and seasonal bird counts. In most cases, animal collection involves live trapping to obtain information on species type and population numbers. The animals are then released. Some animal tissue samples may be taken. The exact nature and location of the environmental sampling will be determined following an initial site characterization program, thus environmental sample locations are not found on the map. Following the site characterization program the exact nature, location and type of data collection will be defined. The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan.

AIR SAMPLING

The OU 3 air sampling program will incorporate a wind tunnel to investigate soil resuspension potential. Approximately four soil locations within Open Space will be evaluated by the wind tunnel. Specific locations will be determined following a site survey.

To evaluate meterological conditions, a meterological tower is planned for a site south of the Great Western Reservoir dam. Construction of the ten meter tower will require a concrete pad foundation and surrounding fence. Periodic trips to the tower will be made to download meterological data.

A high-volume air sampler is planned for the southwest corner of Standley Lake. The sampler will be placed on shoreline property, which is not within Jefferson County Open Space, but an electrical line across Open Space is needed to power the sampler. The approximate corridor to the shoreline sampling site is shown on the map. Two or three poles will be installed by Public Service to carry the lines. Periodic trips to the sampler will be made to change sampler filters.

OU 3 SAMPLING ACTIVITIES -JEFFERSON COUNTY OPEN SPACE

Table 1. List of sample type, sample number and approximate coordinates of known sample locations for OU 3 RFI/RI. Coordinates are based on the true state plane coordinate system.

SAMPLE TYPE	SAMPLE NUMBER	NORTH COORDINATE	EAST COORDINATE
Surface soil	PT14192	749,588	2,094,859
	PT14292	746,042	2,094,917
	PT14392	742,000	2,094,791
	PT14492	738,041	2,094,917
	PT15292	746,041	2,099,083
	PT15392	742,000	2,098,958
	PT15492	737,917	2,099,083
	PT16292	742,177	2,102,605
	PT16992	744,500	2,107,500
	PT17792	737,917	2,110,917
Soil profile pit	TR03392	748,800	2,094,380
	TR03492	743,701	2,094,601
	TR03592	742,300	2,101,000
	TR03692	740,757	2,098,461
Sediment	SD00992	747,700	2,098,160
	SD01092	745,000	2,097,960
	SD01192	745,960	2,094,260
	SD01292	745,800	2,095,100
	SD01392	745,700	2,095,600
	SD01492	744,800	2,096,620
	SD01592	744,500	2,094,860
	SD01692	743,800	2,096,000
	SD01792	743,400	2,097,140
	SD01892	743,000	2,097,940
	SD01992	742,540	2,099,220
	SD02092	452,086	2,099,955
	SD02192	741,960	2,094,300
	SD02292	739,720	2,095,500
	SD02392	740,220	2,099,360
	SD02692	735,520	2,109,400

Surface Water	SW00392	741,768	2,100,191
	SW00492	741,669	2,094,716
	SW00592	740,160	2,095,400
	SW00892	735,800	2,109,160

Environmental

Following an initial site characterization program the exact nature, location and type of data collection will be defined. The criteria used to make environmental sampling decisions is found in the OU 3 Work Plan.

Air

The OU 3 air sampling program will incorporate a wind tunnel to investigate the resuspension potential of approximately four soil locations. Specific locations will be determined following a field site survey.

A meteorological tower is planned for a site south of Great Western Reservoir on Settlement Agreement land. The approximate location of the tower is shown on the map.

A power line corridor is planned to operate an air sampler on the southwest shoreline of Standley Lake Reservoir. The approximate location of the corridor is shown on the map.

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